

Terms and conditions of accommodation

1. The Wellness Hotel Vista ****, chalets Marcelka, Slaměnka, U Slona and Terezka guest house in the Dolní Morava resort (hereinafter referred to as "accommodation provider") are entitled to only accommodate clients who register properly. In order to do this, clients will be asked to show their ID, passport or another valid document proving their identity, which is required by the law on residence of foreigners in the Czech Republic.
2. In the sense of the law on residence of foreigners in the Czech Republic, every client who is not a citizen of the Czech Republic (i.e. a foreigner) is obliged to fill in and hand over at the reception desk an official document on the report of the stay. All the required data must be presented by the client in their true and complete form.
3. The accommodation provider is entitled to ask the client upon their arrival to give their credit card number serving as a guarantee for the payment of the client's hotel expenses. The credit card guarantee allows the accommodation provider to block a deposit in the client's bank account. The payment of a blocked amount or a portion of it to the benefit of the accommodation provider only occurs when the accommodation provider is entitled to get a compensation in connection with the client's hotel expenses. The pre-authorization of the payment card will be cancelled no later than the next business day following the last day of the client's stay.
4. On the basis of the ordered and registered accommodation form, the client can start their accommodation on the day of their arrival between 2 p.m. and 12 p.m. in the chalets Marcelka, Slaměnka, U Slona and in the Terezka guest house. In Wellness Hotel Vista ****, the client can start their accommodation from 3 p.m. till 12 p.m. The accommodation provider will reserve the room for the client during this time period unless there was another requirement in the order and the accommodation provider has confirmed it.
5. A client who wants to start their accommodation before 6 a.m. or insists on starting it before 10 a.m. is obliged to pay the full price for the previous night unless agreed otherwise in advance with the accommodation provider.
6. Clients accommodated in the Chalets Marcelka, Slaměnka, U Slona and in the Terezka guest house will terminate their accommodation no later than at 10 a.m. **Clients accommodated in the Wellness Hotel Vista **** will terminate their accommodation no later than 11 a.m.** By this time, the room must be vacated unless individually agreed otherwise in advance with the accommodation provider. If the client does not vacate the room within the specified time, the accommodation provider may charge them for the whole following day unless agreed otherwise in advance. The room is considered to be freed after the client takes all their belongings out of the room, hands over the key to the staff member of the accommodation facility and announces that they are leaving the residence. The owner reserves the right to check the room inventory (furniture, appliances, forgotten items) as well as the client's payments and consumption until 8 p.m. on the day of the check-out.
7. If the client asks for an extension of the accommodation, the accommodation provider may offer them with another room in a price range other than the original one. In this case, if it is not possible for operational reasons or those of the remaining room capacity, the client is not entitled to get accommodation in the room they were originally accommodated in nor to accommodation in another room.
8. In some exceptional cases, the accommodation provider reserves the right to offer the client with accommodation other than that originally agreed if it does not differ substantially from the confirmed order.
9. The accommodation provider provides its clients with services to the extent they are mutually agreed and to the extent that this is determined by applicable law(s). The client is obliged to pay the payment for accommodation and provided services in accordance with the valid price list of the accommodation provider on the last day of their stay at the latest. This means that the payment terms are inviolable on the basis of the accommodation agreements. The price list for temporary accommodation and other services can be found at the hotel reception.
10. The client is obliged to adapt the stay in the Wellness Hotel Vista ****, Chatě Marcelka, Slaměnka, U Slona and in the Terezka guest house and in all its facilities to their current state of health and physical and psychological abilities.

Payment for provided accommodation and services, cancellation fees

11. The client is obliged to pay the price for accommodation and provided services in accordance with the valid price list, based on presentation of the bill including the statement of the advances paid by the client earlier, on the last day of their stay at the latest.
12. The accommodation provider reserves the right to ask the client to pay 30% to 100% of the price of the accommodation at the moment of reservation. Reservations for accommodation facilities become binding upon receipt of advance payment in the bank account of the accommodation provider if not agreed otherwise.
13. In the event of a shorter stay or other change made by the client, the accommodation provider has the right to charge the full amount (100%) of the agreed price for the entire duration of the stay.
14. The accommodation provider is entitled to charge cancellation fees and also to use the paid deposit to settle these in case the client cancels their reservation in writing, by e-mail or by phone, subject to the following conditions:
Classical stay (the BAR price):
Cancellation/change of the reservation must be communicated directly with the accommodation provider and may be done 7 DAYS before arrival at the latest. On failure to do so or in case the client does not arrive, they will be charged a 100% cancellation fee for the whole stay. The deposit and booking fee (in case they were charged) are non-refundable.
Reservation with a required Pre-Payment (Non-Refundable) a First Minute Discounts:
The total amount to be paid for the accommodation will be charged by the accommodation provider on the day the reservation is made and is non-refundable. Please note that if this type of reservation is cancelled, the accommodation provider will charge you the total cost of the accommodation in the amount of the pre-paid deposit. Changes to this type of reservation are not possible.
Reservation of discounted accommodation and all accommodation packages:
Cancellation/change of the reservation must be made directly with the accommodation provider and may be done 7 DAYS before arrival at the latest. On failure to do so or in case the client does not arrive, they will be charged a 100% cancellation fee for the whole stay. The deposit and booking fee (in case they were charged) are non-refundable.
Travel agencies and other accommodation providers:
Reservation cancellations and payment terms are governed by the contractual instructions agreed with a particular accommodation provider.

Order and cancellation procedures

The date and time of the procedure must be arranged and booked in advance by phone, in writing or in person at the wellness reception. The agreed date and time is a binding order. If the client cannot come for serious reasons within the agreed date and time, they will inform about it in advance but no later than 3 hours before the agreed time. A later cancellation is charged as a cancellation fee of 100%.

Responsibilities of the accommodation provider and that of the client

16. The accommodation provider is liable for damages caused to things brought in and left by the client in the accommodation part of the facility in accordance with generally binding regulations.
17. The accommodation provider provides guests with in-room security safes and they highly recommend guests to store their valuables there. Storing items in an in-room security safe can NOT be considered as taking care of by the property provider.
18. The accommodation provider will inform the client about the value of the room / apartment inventory. In accordance with applicable laws, the client is responsible for damage to equipment as well as the inventory of the accommodation facility. In the event of damage or destruction of the property of the accommodation provider, the accommodation provider is entitled to damage compensation. The value of the room inventory is set in the written record which can be found at the reception. It is in the client's interest to be informed about its contents in the event of damage or destruction of the equipment in the room. The client as the statutory representative is also responsible for the damage caused by the minors who are accommodated with them as well as for any damage caused by the persons or animals present in the accommodation facility whose entry was made possible by the client.
19. In case of damage to the property of the accommodation provider caused by the client, the client is obliged to pay the damage caused on the day of termination of their stay at the latest or on the basis of an invoice issued within 14 days from the date of termination of the client's accommodation, due within 10 days after being delivered to the client supposing the accommodation provider has decided to allow such for damage compensation.
20. **The accommodation provider is responsible for skis, ski boots and bicycles stored in electronically lockable cabinets designed specifically for storing skis and ski boots in a room marked as a ski or bicycle depositary.** Skis and ski boots can be stored exclusively in these cabinets and areas. If the client leaves their skis or ski boots or any other sports equipment in the car or at other locations which are not meant for storing things safely, the accommodation provider is not responsible for any theft or damage to these.
21. Washing the laundry for guests. The accommodation provider reserves the right to refuse to treat laundry that is excessively dirty or damaged. The cleaner is not responsible for distorted dyeing (ecological colors), buttons or decorative buckles damaged during the cleaning process. Compensations of damages or losses incurred by the dry cleaner's may only reach a maximum of five times the cost of cleaning or washing the laundry.
22. The accommodation provider is not responsible for any theft or damage to clients' motor vehicles parked in the car park of the accommodation facility. The accommodation provider recommends guests to make sure that their car is properly locked and secured. The clients are also recommended not to leave loose personal belongings inside their car. The accommodation provider is not responsible for any damage caused by guests in garages or car parks to any third parties. The accommodation provider reserves the right to claim and charge the damage incurred on the property of the accommodation facility by the guest's vehicle.
23. The client is required to act in such a way as to prevent damage to health, property, nature and the environment. The accommodation provider recommends the clients to keep the entrance door locked even when they are in the room. Before opening the door to strangers, check the reason of those for entering the room and, in case of any doubt, contact the reception immediately. Before leaving the room, the guest is asked to check whether the windows and doors are closed.
24. The accommodation provider is not responsible for any damage caused outside the facility

Alimentation and sale of alcoholic beverages

25. Clients are not allowed to consume on the premises of the accommodation alcoholic beverages which have not been purchased directly at the accommodation facility. On-site alcohol consumption is only permitted for persons over 18 years of age, based solely on the beverage or wine consumption card issued by the accommodation provider.

26. **The client is not authorized to bring alcoholic beverages or any other food purchased anywhere else than in the premises of the accommodation provider.** This provision does not apply to the Terezka Guest House and the chalets of Slaměnka, Marcelka and U Slona where it is possible to bring, store and prepare one's own food.
27. The client is obliged to inform the accommodation staff about any serious health or food restrictions and report these at the reception or the head of the restaurant.
28. The staff are entitled to refuse to dispense alcoholic beverages to persons under the age of 18 as well as to persons apparently already under the influence of alcohol.
29. The accommodation provider provides breakfast, lunch and dinner at the hotel's restaurant in a time-limited schedule according to daily traffic.
30. All rooms of the Vista Hotel (but not those in the chalets, though) have minibars that can be used by the guest at their discretion. Prices and services are specified in the price list for the minibar. Minibars are refilled daily by the room service. Every item consumed or added which is part of the minibar menu is recorded by the room service on their checklist.
31. The filled-in minibar checklist (or empty in case the guest did not consume anything from the minibar) must be signed by the guest and handed over to the hotel reception before departure. Otherwise the guest's account cannot be closed. By signing on the checklist, the guest confirms the amount of items consumed. The accommodation provider is not obliged to check the number of items in the minibar upon the guest's departure.
32. In case of discrepancies in the consumption of the minibar, the guest will be charged the due amount to be paid. Additional claims about the amount of consumption will not be taken into account.
33. Room service is provided within the hotel for accommodated guests according to the rules and prices listed on the room service menu. Roomservice can be used by guests who have an open account at the hotel. Consumption that is charged to the guest's hotel account must be signed by the guest. Room service cash payments are only available at the cash desk in the hotel's restaurant or in the lobby bar in advance and in normal opening hours.

General provisions

34. Guests may receive their visitors in the lobby bar of the hotel, or other meeting areas of the hotel. Guests are only allowed to receive their visitors in the room where they are accommodated with the consent of a responsible employee or hotel management from 8 a.m. to 10 p.m. The hotel staff members are not entitled to provide any information about the accommodated clients to any third parties (except for police officers after they demonstrate their ID and prove they ask for such data legitimately) or to permit any third party to visit the guest without their prior consent.
35. The client must not move the interior equipment, make any changes and modifications to the equipment, perform any electrical network interventions or other installations in the hotel rooms or any shared areas without the consent of a responsible person or management.
36. Guests are not permitted to use their own electrical appliances in the room. This regulation does not apply to personal hygiene electrical appliances (shaving machine, massage machine, hair dryer, etc.)
37. **Clients are not allowed to bring into the rooms items meant to be stored in appropriate store areas, such as sports equipment, baby carriages, bicycles, various small carriages, etc.** The reception will provide the client with the information on the storage of such objects. Damage to the property of the accommodation provider caused by the lack of respect of this prohibition will be charged to the client's expense in full. In case of breach of this prohibition, the accommodation provider is entitled to charge the client a contractual fine of CZK 1,000 for each violation. In the event that the damage is even greater, the accommodation provider reserves the right to charge the damage in full.
38. Smoking is only allowed in the reserved areas of the accommodation facility. It is strictly forbidden to smoke in the rooms and on the balconies that belong to the room. In case of breach of this prohibition, the accommodation provider is entitled to charge the client a contractual fine of CZK 1,000 for each violation. In the event that the damage is even greater, the accommodation provider reserves the right to charge the damage in full.
39. It is strictly prohibited to use any narcotics or psychotropic substances in the accommodation facility. The accommodation provider is fully entitled to inform the Police of the Czech Republic and immediately cancel the accommodation of the guest who violated this prohibition without compensation for such guest.
40. It is strictly forbidden to clients to use the wellness center (swimming pool, sauna) under the influence of alcohol or psychotropic substances. Clients who use the swimming pool or the sauna and suffer from a cardiovascular disease or those who have any health problems that may result in deterioration of their physical condition may endanger their life may only use the swimming pool or the sauna at their own risk and responsibility.
41. **The accommodation provider charges 100 CZK per unit for a lost / damaged room card.**
The accommodation provider charges 300 CZK per unit for any lost / damaged chip allowing entrance to the wellness centre.
42. Dogs and other animals may move on the accommodation facility premises only with the consent of a responsible employee or on the basis of a prior agreement with the client, provided that the owner demonstrates good health condition of the animals. The cost of accommodation for an animal is charged according to the valid price list. The following measures apply to the accommodation of dogs and other animals:
 - Dogs and other animals are forbidden to enter and stay in the areas where food is stored or where food and beverages are served.
 - Only small breeds of dogs have access to the accommodation part of the premises.
 - Dogs and other animals are denied access to the wellness centre.
 - **Each dog must have a leash and a muzzle in all shared public areas.**
 - Dogs and other animals must not be allowed to rest or lie on a bed or any other facility that is used for the clients' rest.
 - The inventory used to prepare or serve food to the guests must not be used to feed dogs and other animals.
 - In the event of any damage to the equipment by the animal, the client is obliged to pay the damage in full. The owner of the animal as well as the client who allowed the animal to stay in the room is fully responsible for their animal.
 - The above-mentioned violation of rules and measures, except for direct damage to property that is charged to the guest's expense in full, will result in the guest being charged for an additional cleaning of the room or place contaminated by an animal amount of up to CZK 1,000. The accommodation provider reserves the right to charge, if it is the case, for direct cleaning costs exceeding the above amount, in full. The accommodation provider also reserves the right to get a payment for new bed linen in case it was used by the animals to lie on. Such bed linen will be charged to the guest in full.
 - **Cleaning, room check and repairs in the rooms where the guest is accommodated together with an animal must be made possible in such a way that there is no danger to personnel or other guests. Inspection must be possible, at least once a day, in order to detect potential damage or excessive contamination. Staff are not required to clean or make repairs in the room if they feel threatened by a dog or any other animal in the room.**
42. Before leaving the room, the client is obliged to close the faucets, turn off the light in the room, close the window in the room with the terrace, lock the door and give back the room card when terminating their accommodation.
43. Clients are required to dispose of waste products exclusively in dedicated containers placed in dedicated locations.
44. For safety reasons, the accommodation provider recommends not to leave children under 12 years of age without adult supervision either in the room or in other shared public areas.
45. From 10 p.m. to 6 a.m., the client is obliged to observe the night's rest. Social events, however, may be organized at the premises of the accommodation facility even after 10 p.m., in places designated for this purpose and with the consent of the accommodation provider (a manager or their deputy).
46. The client must not wear a weapon or ammunition on the premises of the accommodation, nor to keep these in a condition allowing their immediate use.
47. If the hotel's clients wish to use additional services such as billiards, bowling, wellness or sauna, the hotel reserves the right to restrict the entry or use of the clients' services to a maximum of 1 hour of such additional service in case the interest in these services is high.
48. Guest complaints and possible suggestions for improvement are accepted by the hotel management. The questionnaire is available in hotel rooms.
49. Disputes arising from this agreement will be settled through courts in the Czech Republic. In damage claims in which the defendant is a person residing in an EU Member State, it is understood that jurisdiction falls under that of the place where the damage occurred, according to Article 5, point 3 of the European Commission (EC) directive No 44/2001 approved on 22 December 2000 on Jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.
50. The client is obliged to comply with the provisions of this accommodation code. In the event that the client does not comply with the accommodation rules, the accommodation provider has the right to withdraw from providing their accommodation services and to withdraw from the accommodation agreement before the expiry of the agreed time. In this case, the accommodation provider has the right to full reimbursement of the accommodation price. The client must leave the hotel immediately. The client is obliged to familiarize themselves with the operational and safety rules of the accommodation provider including all its facilities and to comply strictly with these rules.
51. Upon giving their signature, the guest agreed to familiarize themselves with all operating rules of the accommodation, boarding and wellness parts of the accommodation facilities. Guest accommodation is governed by the Czech legal order, based on Czech law and this accommodation code. By accommodating themselves, the guest accepts the accommodation rules as the terms and conditions of the accommodation and is bound to comply with its provisions. The guest is obliged to familiarize themselves with this accommodation code and their ignorance will not be taken into account.
The guest providing their personal data stated in their personal IDs at the beginning of their accommodation agrees with processing and keeping these in the Sněžník, a.s. company in the sense of Act No. 101/2000 Coll. as amended.

Consumer protection

We hereby provide you with all information pursuant to the provisions of § 1811 and § 1820 of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as the "Civil Code").

The accommodation provider provides the guests with the following information:

- a) Identity and contact information of the accommodation provider: Sněžník, a.s., company reg. No.: 26979136, registered office: Gajdošova 4392/7, 615 00 Brno-Židenice, tax identification No.: CZ26979136, company registered in the Commercial Register at the Regional Court in Brno, section B, segment No. 4402;
- b) the main business of the accommodation provider: provision of accommodation services;
- c) service designation: the accommodation provider provides accommodation and accommodation services for guests accommodated on the basis of the conditions stated on the booking confirmation;
- d) the cost of means of distance communication: the cost of means of distance communication is determined by bodies providing distance communication services and these costs are not different from the basic rate;
- e) indication of the existence, manner and conditions of out-of-court settlement of consumer complaints including the indication of whether a supervisor may be contacted: the accommodated guest has the right to make a proposal for out-of-court settlement of such a dispute to a designated non-judicial resolution body for consumer disputes, which is:
Česká obchodní inspekce/Czech Trade Inspection
Ústřední inspektorát - oddělení ADR/Inspection headquarters – ADR department
Štěpánská 15, 120 00 Praha 2
Email: adr@coi.cz / Web: adr.coi.cz.
The **Czech Trade Inspection** authority is a supervisory authority supervising consumer protection, proceeding pursuant to Act No. 64/1986 Coll., On the Czech Trade Inspection, as amended, and other legal regulations. The website of the Czech Trade Inspection is www.coi.cz;
- f) in accordance with the provision of § 1837 section (j) of the Civil Code, guests as consumers do not have the right to withdraw from the accommodation contract if the accommodation provider provides their service within the specified date(s);
- g) indication of the Member State(s) of the European Union whose legal regulations will govern the relationship between the guest and the accommodation provider based on the booking confirmation: the Czech Republic;
- h) indication of the language in which the accommodated guest will deal with the accommodation provider during all their stay and in which the accommodation provider will provide the guests with the contractual terms and conditions and other information: Czech.

The accommodation rules are valid from 1 November 2012

Last updated on 1 July 2017